

13/01/1946

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT**
You may not use this form to
register a charge where
instrument. Use form M1



SCT

08/10/2015
COMPANIES HOUSE

THURSDAY

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number S C 1 4 2 4 5 6

Company name in full Cothrom

For official use 3

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 9 0 9 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Big Lottery Fund

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
Brief description	<p>1. Area of ground extending to 85 square metres at 15 Ormiclate, South Uist, Western Isles. Subjects conveyed in Disposition by South Uist Estates Limited in favour of Cothrom dated 19th June 2015 and registered in the Land Register of Scotland on 26th August 2015.</p> <p>2. Area of ground at 15 Ormiclate, South Uist, Western Isles contained in Title Number INV17527</p>		
5	Other charge or fixed security	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
8	Trustee statement^①	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	<p>Please sign the form here.</p> <p>Signature <i>X William Gordon Johnston, Solicitor - X</i> <i>on behalf of Cothrom</i> 2/10/2015</p> <p>This form must be signed by a person with an interest in the charge.</p>	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name William Gordon Seaton

Company name Anderson Banks, Solicitors

Address 22 Argyll Square

Post town Oban

County/Region Argyll

Postcode P A 3 4 4 A T

Country Scotland

DX DX OB1, OBAN

Telephone 01631 563158



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 142456

Charge code: SC14 2456 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th September 2015 and created by COTHROM was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2015.

Given at Companies House, Edinburgh on 16th October 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

WE, COTHROM, a company limited by Guarantee and registered under the Companies Acts (Company Number SC142456) having our Registered Office at Ormiclate, Isle of South Uist, HS8 5SB in implement of our obligations under a Contract with Big Lottery Fund, 1 Plough Place, London, EC4A 1DE (hereinafter referred to as "BLF") dated Fourteenth and Twentieth both days of November Two thousand and fourteen a copy of which is annexed and signed as relative hereto and in security of the obligations to and all sums due and to become due by BLF (as hereinafter defined) in terms of the said Contract and of any variation or alteration thereof, HEREBY GRANT a Standard Security in favour of BLF over (First) ALL and WHOLE that plot or area of ground extending to eighty five square metres (85 m2) or thereby formerly forming part of the Ormiclate Common Grazings, in the Township of Ormiclate, in the Parish of South Uist, Isle of South Uist, Western Isles Area and for registration purposes in the County of Inverness and in respect of which said area the Scottish Land Court have issued a Resumption Order dated the Fifteenth day of May, Two thousand and fifteen and all as the said plot or area of ground is edged red on the plan annexed and signed as relative hereto and (Second) that area of ground formerly forming part of Croft Number Fifteen Ormiclate in the said Township and Parish, Isle of South Uist, Western Isles Area and being the subjects registered in the Land Register of Scotland under Title Number INV 17527; TOGETHER WITH (One) our whole right, title and interest, in and to the subjects hereinbefore described and the fittings and fixtures therein and thereon (Two) the whole parts, privileges and pertinents effeiring thereto (Three) our whole right, title and interest, present and future, in and to the subjects hereby secured; The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply, but the standard conditions shall be varied to the effect (One) that the insurance to be effected in terms of the Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the security subjects and not the market value thereof; (Two) the standard conditions shall be varied in accordance with the said Contract; and (Three) the standard conditions shall be varied in accordance with the provisions of the Schedule annexed and signed as relative hereto; And we certify that our grant of this Standard Security does not contravene any of the provisions of our

Oban 7/10/2015
Certified a true copy
William Gordon
Solicitor Oban
agent for Cothrom

Memorandum and Articles of Association and that we have the power and authority to grant this Standard Security; And we grant warrantice; IN WITNESS WHEREOF THIS STANDARD SECURITY consisting of this and the preceding page together with the plan, Schedule and copy contract annexed hereto is executed as follows:

30th June 2015 (Date) ORMILATE, SOUTH UIST (Place)

Robert MacDonald (Director) *Alex Campbell* (Director)

Oban 7/10/2015
Certified a true copy
William Gordon Gordon
Solicitor - Oban
agent for Cothman 10

This is the Schedule referred to in the foregoing Standard Security by Cothrom in favour of Big Lottery Fund.

1. **Repayment of the Grant by Cothrom**

- 1.1 If Cothrom shall at any time prior to the expiration of the Grant Period be in breach of any of the Grant Conditions the Grant (or so much of it as shall at the time have been paid by BLF to Cothrom shall be repayable forthwith upon receipt of a written demand from BLF to Cothrom and BLF shall be entitled to call up the Standard Security and/or serve a notice of default.
- 1.2 Interest shall be payable by Cothrom to BLF on the Grant (or so much of it as shall at that time have been paid by BLF to Cothrom from the date of the notice referred to in Clause 1.1 until the actual date of repayment at a rate equal to 4% per year above the National Westminster Bank plc base rate from time to time (as well as before any judgment).

2. **Power of Attorney**

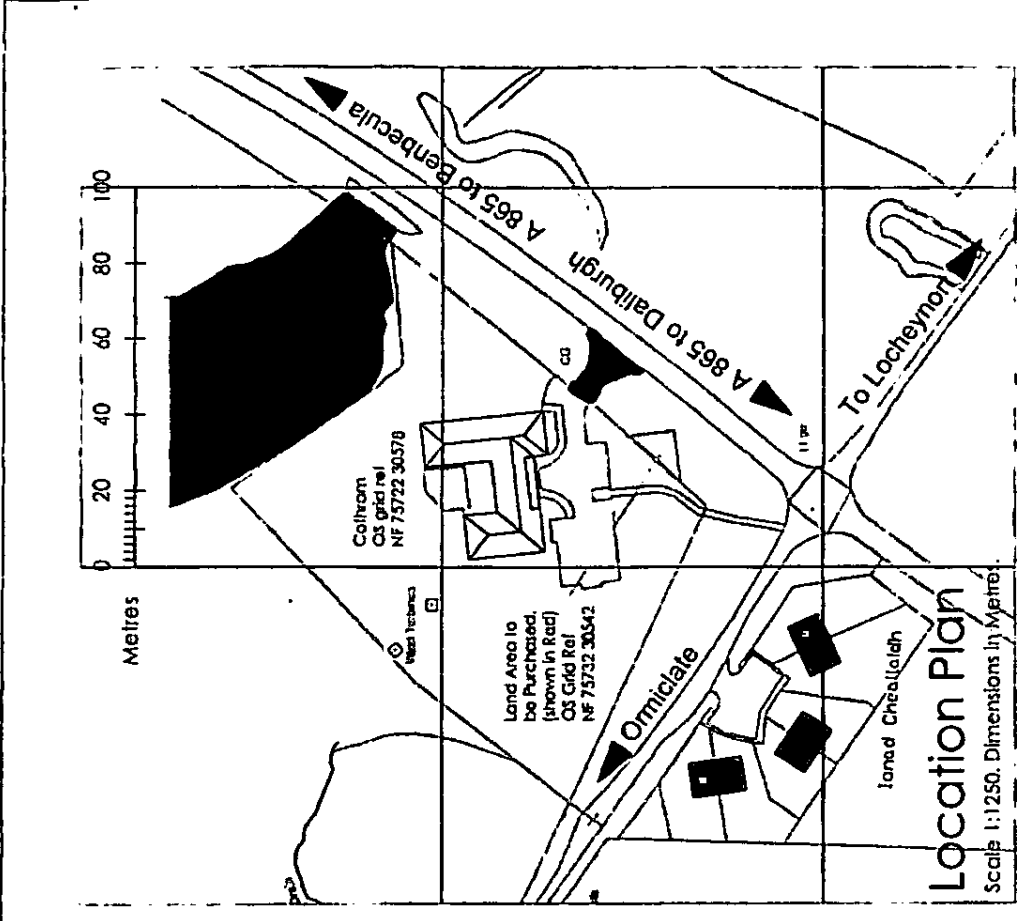
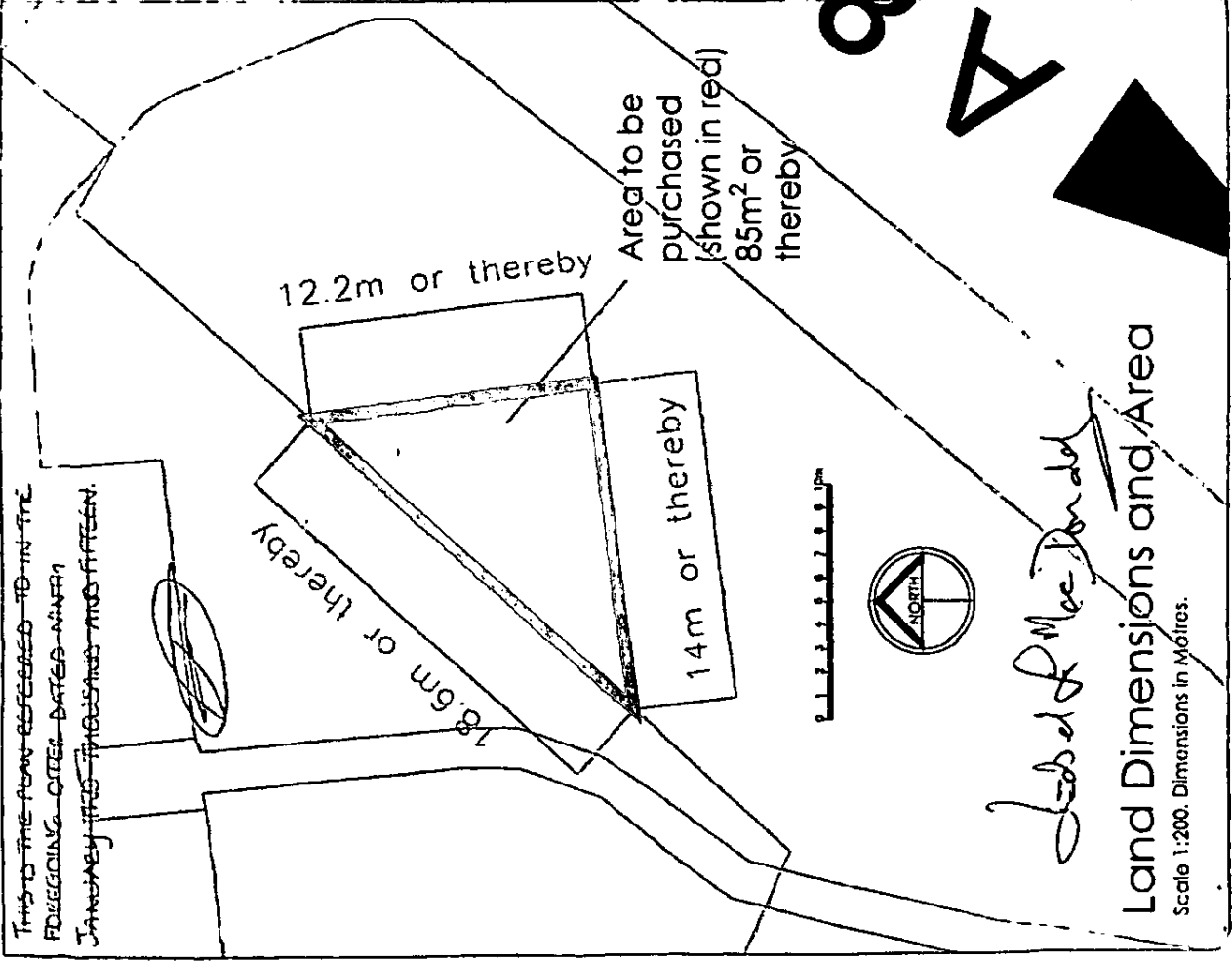
Cothrom hereby irrevocably appoints BLF its Attorney for all or any of the purposes of these presents and Cothrom hereby ratifies and confirms and agrees to ratify and confirm whatsoever BLF shall do or purport to do by virtue of this clause.

Avril Campbell

Isabel MacDonald

Oba 7/10/2015
Certified a true copy.
William Gordon
Solicitor, Oba
agent for Cothrom. //

THIS IS THE PLAN REFERRED TO IN THE FOREGOING
STANDARD SECURITY BY CATHAM IN FAVOUR OF BIG LOTTERY FUND.



April Campbell

Fraser ARCHITECTURE		Land Purchase		Design	
TITLE	SA 1011	PROPOSED NEW BUILDING	DESIGN NO.	DESIGN NO.	DESIGN NO.
CLIENT	Coltham Estate		DATE	DATE	DATE
JOB NO.	3718		SCALE	SCALE	SCALE

Fraser Architecture LLP, An Inch Dhuibh, 210 Coltham, Isle of Harris, HS4 6JZ. Tel: 01871 583111. email: info@fraserarchitecture.co.uk
Registered in Scotland. Partnership No. SC0311842. Statutory Architects LLP (2017) No Part of this drawing may be reproduced without their written permission.

Oban 7/10/2015
Certified a true copy
William Lynch
agreed for COTM 2017

Please sign & return this copy by
12th December 2014

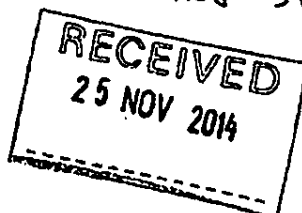
TS

Please do not: remove the staple from this document, use tippex, amend text or add any additional notes. This document constitutes your contract.

BIG
LOTTERY
FUND

THIS IS THE CONTRACT DATED FOURTEENTH
AND TWENTIETH BOTH NOVEMBER 2014 REFERRED
TO IN THE FOREGOING STANDARD SECURITY BY
COTHROM IN FAVOUR OF
BIG LOTTERY FUND.

Mrs Sarah MacLean
Cothrom Limited
Cothrom
Ormickle
Isle of South Uist
HSB 55B



14.11.2014

Project ID: 0010112397

Dear Mrs MacLean

Investing in Communities

Grant offer

X *Sarah MacLean* X

X *Avril Campbell* X

Congratulations again on your successful application. I am pleased to confirm that we would like to offer your organisation a grant of £503,635 for the following project:

Re-Store

Funded through the Big Lottery Fund's Life Transitions programme Cothrom Ltd will grow and diversify its 'ReStore' training service and social enterprise on South Uist. ReStore was established in 2006 with 'High Hopes in the Highlands and Islands' funding and delivers training and personal development through local community recycling and reuse activities. It forms part of the learning provision offered by Cothrom to adults with motivational challenges, learning or physical disabilities, mental health issues, or addiction issues and employs an Intermediate Labour Market (ILM) model.

ReStore was established in leased premises which are now too small to meet demand for existing services, or to allow for expansion of those services, and which are located at some distance from Cothrom's main site. The project would see a new building with workshops, training space, shop, and adequate storage being constructed on a site adjacent to the main centre which would allow for greater integration with existing services, for more activities to take place with larger groups of learners, and also increase sales of finished items.

The first phase of the project is the initial construction which will allow for the recruitment of two new full-time staff to take forward the training programme, the site will also permit two modern apprentice posts to be created and provide space for increased economic activity through recycling, manufacture, and sale of furniture, white goods, garden and craft items. Cothrom will also be able to offer business incubation space to young people and increase volunteering and ILM employment opportunities.

Mar 7/10/2015
Certified a true copy
William Gordon
Sheridan
agudo cothrom

Awarding funds from
The National Lottery*

13

Cothrom serves a chain of islands from Berneray to Barra with a population of around 6,000 and currently offers skills training and personal development opportunities as well as the ReStore services, workshops, IT suite, and a Gaelic language nursery. The organisation has good links with local employers, schools and the Comhairle as well as with Blythswood Care and plans further links with the local Housing Association for the provision of starter packs. The project will support around 180 beneficiaries, the majority of whom will be under 25.

We hope this will help your project make a difference to your beneficiaries.

The grant will be made up of the following amounts for each year:

	Capital	Revenue	Total
Year one	£14,682	£0	£14,682
Year two	£385,136	£18,085	£403,221
Year three	£13,000	£37,391	£50,391
Year four	£0	£35,341	£35,341

The grant is to fund This four year grant will part-fund the salaries of a full-time Development Co-ordinator (from Year 2 - reducing to part-time by project end) and full-time Trainer (from Year 3) as well as associated costs for recruitment, training, pension and NI. It will also part-fund the construction costs, professional and legal fees and the equipping of the new building as well as around 20 per cent of the organisation's overheads. In total BIG will contribute 50 per cent of the project costs with remaining funds coming from Land Aid (£40,000), Comhairle nan Eilean Siar (£100,000), and the Scottish Government Regeneration Fund (£160,000), with applications made to the Robertson Trust (£57,818), and Highlands and Islands Enterprise (£100,000). Cothrom will contribute the remainder from its own reserves.

Terms and conditions of grant

Please read the terms and conditions of grant attached to this letter.

Capital grant requirements

All grants for projects involving land and buildings are subject to the standard capital terms and conditions of grants, which require you to meet specific legal requirements.

You can find detailed guidance on our legal requirements in the Guide to your grant. All legal documentation requested must be provided in the form described in Appendix 2 of the guide.

Before we can make capital payments (above a five per cent lead in) you must provide:

- a completed Certificate of Title from your solicitor
- a Standard Security on the land and buildings and a legal opinion from your solicitor

Before we can make capital payments for building work you must provide:

- evidence that you have all necessary statutory consents
- evidence that you have undertaken a competitive tender process (Tender confirmation form).

Oban 7/10/2015
 Certified a true copy
 William G. Macdonald - Solicitor Oban
 agent for Cothrom



Accepting the grant offer

If you accept our offer and agree to meet our terms and conditions of grant, sign the declaration at Annex B of this letter and return the signed offer letter attached to the terms and conditions, to the following address by 12 December 2014:

Big Lottery Fund
1 Atlantic Quay
1 Robertson Street
Glasgow
G2 8JB

If you don't return the signed offer letter and terms and conditions by this date, our offer will automatically lapse. If you won't be able to meet this deadline you must contact us immediately.

The terms and conditions are part of the grant agreement between us, so we must receive them attached to the signed offer letter, with both documents in their original format. If you detach the terms and conditions or alter either of the documents, we will be unable to accept them and will have to send you a new offer letter, which could lead to a delay in starting your grant.

Keep the other copy of the offer letter and terms and conditions for your records.

If you have any questions about this offer or our terms and conditions, please call us as soon as possible.

By accepting our terms and conditions, you agree to meet our monitoring requirements. You can find out about these in the Guide to your grant. Please read this to find out what you will be required to do during the life of the grant.

If you don't meet our requirements, including the monitoring requirements, we may withhold payments of this grant or any other grants that your organisation holds with us. We would also be unlikely to fund any further applications from your organisation until the situation is resolved. In some circumstances we might take legal action to recover all or part of the grant.

This also means that, if your organisation does not meet our requirements for any other grant agreements with the Big Lottery Fund or Big Fund, payment of this grant might be affected.

We will not accept any responsibility for any consequences, whether direct or indirect, that come about from the suspension of any grant, even if any investigation we carry out finds no cause for concern.

Use of the National Lottery common brand logo

It is a condition of your grant that you comply with our grant acknowledgement requirements and use our beneficiary logo, so that people know you have received National Lottery funding from us. Please refer to Annex A of this letter and the enclosed Grant Acknowledgement Requirements booklet for details on how to use the logo and acknowledge your grant.

On 7/10/2015

Certified a true copy

William G. Smith, Solicitor, Big Lottery Fund
agent for CORU 2015.

We'd like to help you celebrate your grant and share your news with other people. The Big Lottery Fund website has some tips on publicity and is also a place where we can share your good news. One of the easiest ways you can publicise your grant and promote the work that you do is to use free social media channels. Guidance and information on this and other ways to publicise your grant can be found in the publicity guidance on our website.

When you sign this offer letter, you are acknowledging that you have received the Grant Acknowledgement Requirements booklet and agree that we may give your details to the National Lottery Commission. Please note that if you do not comply with the guidelines referred to here you will be in breach of the terms and conditions of your grant.

Starting the grant

After we have received your signed grant agreement, we'll get in touch to confirm your grant has started, or to let you know if there is anything else you need to do.

You must start your grant within six months of the date we receive your signed grant agreement. You should contact us if you think there may be a problem with this.

Tobias Joss will be your funding officer for the grant, and will be in touch soon to arrange a time to discuss it in more detail. They will tell you more about how we will pay and monitor your grant and you will have the opportunity to ask any questions you may have. You can contact Tobias by email at tobias.joss@biglotteryfund.org.uk or phone on 0141 242 1492.

Project outcomes and indicators

We expect that you will achieve certain project outcomes by the end of the grant. We will track the progress of your project using the indicators of change you gave us in your application. The outcomes and indicators for the project are set out at Annex C of this letter. We will ask you to report regularly throughout the project on how far you have achieved your outcomes, completed your activities and on how much change your project is making. For more details, see the Guide to your grant.

Publicising the grant

We'll announce your grant offer along with others we are making at the same time, with a press announcement on 24.11.2014 and we'll publish details of it on our website. You can arrange your own publicity, but please make sure that news of the grant is not made public until this date. Our press office can be contacted on 0141 242 1400 if you need further guidance on publicising the grant.

Congratulations on receiving a grant. We wish you every success with your project and look forward to hearing from you shortly.

Yours sincerely



Roddy Byers
Head of Funding

Don 7/10/2015
Cotized a two copy
William Goldstein
Secretary, Don
appt CORNER. 11/

Enclosed:

- standard revenue terms and conditions (attached to this letter)
- standard capital terms and conditions (attached to this letter)
- Grant Acknowledgement Requirements booklet
- a copy of this offer letter and the terms and conditions for your records
- your Guide to your grant.

Jan 7/10/2015
Copied a true copy
William Goldchester
Scientist,
agent for CORNER.

Annex A

Using the National Lottery common brand logo

The National Lottery common brand logo has been produced to raise the profile of the National Lottery. It is a condition of our grant that you acknowledge funding from us and the National Lottery.

We have developed a special beneficiary logo using the National Lottery crossed-fingers symbol to help people recognise where Lottery funding has gone and to show which projects have been successful in winning Lottery funding. The beneficiary logo is described in the enclosed document (Grant Acknowledgement Requirements booklet).

The National Lottery Commission (NLC) is the owner of a number of trademarks for its 'Crossed Fingers' logo and the words 'The National Lottery', which form part of the artwork we are sending to you. The Big Lottery Fund owns the logo made up of the circle and its name. Together these two elements form your beneficiary logo.

This letter is formal in tone because it relates to intellectual property rights which means there needs to be a clear understanding between us about how you can use the beneficiary logo.

You may use the beneficiary logo to acknowledge and celebrate your award of National Lottery funding from the Big Lottery Fund. To do this you must comply with the guidelines which are enclosed in the Grant Acknowledgement Requirements booklet, or any future version of those guidelines which we send to you. This permission is personal to you and you may not transfer any of your rights to another person.

If your project or activities are delivered in Wales you must use the bilingual version of the beneficiary logo.

We will share your details with the NLC to enable it to monitor your compliance with their guidelines and to take appropriate action if you are in breach of its terms.

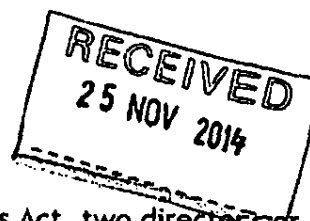
We will have the right to end your permission straightaway to use the beneficiary logo, at any time and for any reason. This may be in the following circumstances:

- if the NLC ends our permission to use it
- if you do not comply with the guidelines
- if your grant from National Lottery funds is withdrawn, suspended or terminated.

When this permission ends, you must stop using the beneficiary logo immediately.

Oban 7/10/2015
Certified a true copy
William Gordon Hedder
Secretary, Oban
agent for COTUKOM.

Annex B
Cothrom Limited
Project ID: 0010112397
Project name: Re-Store



Who must sign the offer letter?

- If your organisation is incorporated under the Companies Act, two directors or a director and the company secretary must sign
- For local authorities and statutory health bodies, the chief executive or an equivalent accountable officer must sign
- For schools, the head teacher or an accountable officer from the relevant local authority must sign
- For other organisations, the chair, vice chair, secretary or treasurer must sign.

I am / we are authorised on behalf of the organisation named above to accept this offer of grant on the terms and conditions stated.

Title	Forenames (in full)	Surname
MRS	ISABEL	MACDONALD

Position in organisation

DIRECTOR

Signed

Date

	25th November 2014
--	--------------------

If you are a company either two directors or a director and the company secretary must sign the offer letter, so we need a second signature.

Title	Forenames (in full)	Surname
Mr	GORDON	WELLS

Position in organisation

DIRECTOR

Signed

Date

	28th November 2014
--	--------------------

Oban 7/10/2015
Certified a true copy
William Gordon
Secretary Oban
grants for Cothrom. 19

Annex C
Project outcomes, change indicators and timescales

Project outcome one	
Outcome	More Vulnerable members of our community, especially those under 25, will gain the confidence to make positive changes in their live s.

Indicator one	Learners, volunteers and apprentices will be positively engaged at ReStore, feeling less isolated and more confident and empowered.
Level	176 (100 under 25)
Timescale	End of project

Indicator two	Learners will progress into further training.
Level	85 (49 under 25)
Timescale	End of project

Indicator three	Learners will progress into work (full-time, part-time, or voluntary work).
Level	34 (21 under 25)
Timescale	End of project

Project outcome two	
Outcome	More learners will gain accredited qualifications in line with their individual learning goals.

Indicator one	ReStore accreditation process complete for 3 new courses, e.g. woodwork, textiles, horticulture etc.
Level	N/A
Timescale	End of project

Indicator two	Learners will complete accredited courses at ReStore, e.g. SQA, Arts Award etc.
Level	24 (17 under 25)
Timescale	End of project

Indicator three	ReStore will support learners to complete further accredited courses with partner organisations in line with individual learning plans.
Level	18 (10 under 25)
Timescale	End of project

Project outcome three	
Outcome	ReStore will become increasingly economically sustainable as a social enterprise, through income generating activities closely allie d to its training aims

Indicator one	ReStore will create a number of FTE jobs including modern apprentices and a supported employment post.
Level	4.4
Timescale	End of project

Done 7/10/2015
 Certified a true copy
 William Goodwin
 Secretary
 Done
 20

Indicator two	ReStore will retain a number of FTE jobs (including those above).
Level	5.25
Timescale	End of project

Indicator three	Key income streams will be identified, an action plan for development prepared, and one successfully tendered contract will be in place
Level	N/A
Timescale	End of project

Okar 7/10/2015
 Certified a true copy
 William Gordon Seddon
 Solicitor, Okar
 upst of court.



Revenue Grants

Standard terms and conditions – Scotland Definitions

"We" and "our" refer to the organisation receiving the grant bound by these terms and conditions. "You" and "your" means the Big Lottery Fund and includes your employees and those acting for you.

The "project" means the project that you are giving us the grant for as set out in our application form and any supporting documents, and/or as varied by the Grant Agreement.

The "Grant Agreement", which we have accepted and signed, includes and incorporates these standard terms and conditions and the grant offer letter together with any other conditions we have agreed.

1. In general

- 1.1 We will use the grant exclusively for the project. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand.
- 1.2 During the period of the grant we will act in a fair and open manner without distinction as to race, religion, age, gender or disability, and in compliance with relevant legislation.
- 1.3 We will make sure that all current and future members of our governing body or our executive team, if we are a statutory organisation, receive a copy of these terms and conditions while the Grant Agreement remains in force.
- 1.4 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.

2. The project

- 2.1 We will get your written agreement before making any change to the project or to its name, aims, structure, delivery, outcomes, duration or ownership.
- 2.2 We will start the project within six months of the date of the Grant Agreement or, if it is delayed, write to you giving reasons for the delay and asking for an extension.
- 2.3 We agree to make satisfactory progress with the project and complete it on time or within a reasonable period if you have not set a time limit.
- 2.4 We will not use the grant to pay for any spending commitments we have made before the date of the Grant Agreement.
- 2.5 We will tell you of any offer of funding for this project from anyone else at any time during the project.
- 2.6 If we spend less than the whole grant on the project, we will return the unspent amount to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent amount to you.
- 2.7 We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published documents that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.
- 2.8 We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree

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Accepted a true copy
William Gordon, Solicitor, Oban
agent for council

Jan 7/10/2015
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William Gordon
Sandoz - Co
agent for CORUM.

to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.

- 2.9 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.
- 2.10 In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.
- 2.11 We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice throughout the period of the Grant Agreement. We will obtain all approvals and licences required by law or by you.
- 2.12 If our project involves work with children, young people or vulnerable adults ("vulnerable people"), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person. We will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with Disclosure Scotland.
- 2.13 If we are a charity, we will register with the Charity Commission or the Scottish Charity Regulator if our income goes over their minimum exemption figure.
- 2.14 We will maintain adequate insurance at all times and if asked, will supply copies of confirmation to you. This includes employee and public liability insurance and insurance that

covers the full replacement value of any assets you have funded.

- 2.15 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us in respect of copyright.

3. Our organisation

- 3.1 We will get your written agreement before:

- ▶ Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or
- ▶ Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

- 3.2 We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

- 3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

- 3.4 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.

- 3.5 We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

4. VAT

- 4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to

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Certified a true copy.

William Gordon
Secretary, Oba

april 2015

the grant and that the grant made by you is inclusive of VAT.

4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.

4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.

4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies when requested.

4.5 If you have funded all of the VAT costs for our project, we agree to refund immediately all of the VAT we recover to you.

4.6 If you have funded a proportion of the VAT costs for the project, we agree to refund immediately the same proportion of the VAT recovered to you.

5. Our annual report and accounts

5.1 We will acknowledge your grant in our annual reports and accounts covering the period of the project.

5.2 We will show your grant and related expenditure as a restricted fund under the description "Big Lottery Fund Grant" in our organisations annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.

5.3 We will send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document and in any event within ten months of the end of the financial year for each year in which grant payments are made. The accounts will be signed by a member of our management committee and externally audited or

independently evaluated by a suitably qualified person if our annual income is over £10,000. We understand that if we are a statutory body, we are not required to send you our accounts. However, if you require to see them, we will send you our accounts, signed and audited as required by the appropriate regulations.

5.4 We will keep proper and up to date accounts and records for at least seven years after the termination of our grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. We will make these financial records available to you to look at and give you copies.

5.5 We will report regularly and fully to all members of our governing body on the financial position of our organisation and will put in place procedures to avoid any conflict of interest arising in the provision of goods and services or the employment of staff required to deliver the project.

6. Monitoring

6.1 We will monitor the progress of the project and complete regular reports as you require using the forms you send us.

6.2 We will send you any further information you may ask for about the project or about our organisation, and its activities, the number of jobs created by the project, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.

6.3 We will fill in a final report on the project using the form you send us. We understand that the grant is finished only after we have completed this report to your satisfaction and you have received annual accounts for the full period.

6.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

6.5 We will tell you immediately if there is to be any variation to or decrease in the project outcomes.

Done 7/10/2015
Certified a true copy
William Jordan Section
Director, DSA.
agreed for COMHOM

7. Grants for Salaries

- 7.1 We will ensure that we have proper employment policies and procedures in place at all times. We will pay attention to equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in our organisation.
- 7.2 If the grant is for a salary of a new post, we will advertise the vacancy externally, using appropriate media (including media that could attract disadvantaged groups). We must send you a copy of the text of every advertisement within a reasonable time before such advertising, which will be in accordance with all current best practice and will acknowledge that you are the funder of the post. This applies to any re advertisement. We must keep the job description, a list of the publications where we placed the advertisements and a copy of the letter of appointment and send them to you if you ask for them. If we have an internal recruitment policy in place, you may waive the right to enforce this condition at your discretion but this waiver will be in writing.
- 7.3 You will not pay grants for salaries until we have supplied you with the names of the staff to be employed, their salaries and their start, and, if appropriate, end dates.
- 7.4 We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the grant has ended. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

8. Grants for Assets and Services

- 8.1 If any part of the grant is to buy or build, refurbish, extend or alter buildings or land then we will comply with the terms of the standard capital grant conditions attached to the grant offer letter or any other conditions which you have required of us.
- 8.2 If any part of the grant is used to buy any other capital items or a series of related capital items or services or a series of services costing

more than £10,000, we will put out the order to competitive tender. If there are good reasons why we cannot tender, we will get your agreement beforehand. We understand that public bodies must meet the relevant UK and European procurement legislation together with the provisions of the World Trade Organisation General Procurement Agreement.

- 8.3 If any part of the grant is to buy a capital item or series of capital items, such as equipment or other items which have an economic life of five years or more and vehicles, costing up to and including £10,000 we will keep all receipts and invoices for you to look at. If we buy a vehicle we will send you a copy of the registration documents no later than three months after you have sent us the money for the vehicle.
- 8.4 If any part of the grant is used directly or indirectly to purchase or develop any intellectual property rights then we will take all necessary steps to protect such rights and we agree that we will not exploit such rights without your prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. We understand and accept that if you provide the consent it may be subject to conditions requiring us to repay or to share any money we receive.
- 8.5 We will keep all assets funded by the grant safely and in good repair and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it.
- 8.6 We understand that you will monitor assets bought with the grant for a period of up to ten years after the grant has ended for assets bought for over £50,000 unless varied by any capital conditions, which for the avoidance of doubt, will take precedence. If the assets were bought for less than £50,000 the period will be five years or the length of the Grant Agreement, whichever is the shorter. We will



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William Gordon Sedon
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agent for COTM.

supply you with information that you ask for and will allow you to inspect the assets for that period.

- 8.7 During this period, we will provide an annual statement that the assets are still held and insured by us. We will not sell, give away or borrow against the assets without first receiving your written consent. As our grant has come from public funds, we understand and accept that if you provide the consent it may require that the sale is at full market value and/or subject to conditions requiring us to repay all or part of the money we receive.

9. Payment of grant

- 9.1 We will open a separate and designated bank or building society account for the sole purpose of receiving and administering the grant if you ask us to do so and will provide you with the bank or building society statements when asked.
- 9.2 You will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal. We will not use ATM's or debit cards to make cash withdrawals or payments from this account.
- 9.3 You will not be liable for any losses or costs (including, but not only, bank charges) if you do not make grant payments on the agreed date. We must take up the first instalment of the grant within 6 months of the date of the grant offer letter; otherwise it will automatically lapse, unless you agree in writing to an extension.
- 9.3 If you pay the grant in instalments over two or more years, payment for the second and following years will depend on your approval of an end of year report on the previous year, which we will complete on a form provided by you within three months of the end of the grant year. If we do not do this, grant payments may be suspended.
- 9.4 You will normally make payments for up to three months spending in advance as long as we complete a satisfactory payment plan

before the project starts and we have given written notice of the project start date.

- 9.5 If you are not satisfied that we have met all the terms of our Grant Agreement, or you need extra information or documents, you may ask for this and may postpone payment of the grant until you feel that the terms are met or until you receive the material you want.

10. Length of Grant Agreement

- 10.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:

- ▶ For one year following the payment of the last instalment of the grant.
- ▶ As long as any part of the grant remains unspent.
- ▶ The expiry of the maximum period required under the grant for asset monitoring.
- ▶ As long as we do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or project delivery).

11. We understand that

- 11.1 You can only guarantee future instalments of the grant as long as funds from the National Lottery are available and you continue to operate.
- 11.2 We accept that you may share information about our grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media.
- 11.3 You will not increase the grant if we spend more than the agreed budget.
- 11.4 You may suspend payment of the grant if you want to investigate any matters concerning the grant (or any other grants you have given to us). We understand that you accept no liability for any consequences, whether direct or indirect, that comes about from a suspension even if the investigation finds no cause for concern.

Done 7/10/2015

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agts for COTM Ltd.

11.5 You may withhold or demand repayment of all or part of the grant at your absolute discretion, in any of the following circumstances if:

- ▶ We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.
- ▶ We completed the application form dishonestly or significantly incorrectly or misleadingly.
- ▶ We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement.
- ▶ Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.
- ▶ Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body.
- ▶ We receive duplicate funding from any other source for the same or any part of the project.
- ▶ We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- ▶ There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
- ▶ At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.
- ▶ We are or become legally ineligible to hold the grant.

▶ If you have reasonable grounds to believe that it is necessary to protect public money.

11.6 You may withhold or demand repayment of all or any of the grant if it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors, or, in Scotland, our organisation's estate is sequestrated.

11.7 We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes unapprovable State aid. In the event that it is deemed to be unapprovable State aid, then we will repay the entire grant immediately.

11.8 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless we have entered into an agreement which must have been authorised by you in writing, permitting us to work with another organisation in delivering the project.

11.9 We will ensure that no other organisation or individual acquires any third party rights under this Grant Agreement.

12. Additional conditions

12.1 You have the right to impose additional terms and conditions on the grant either in the offer letter and/or if:

- ▶ We are in breach of the Grant Agreement.
- ▶ You withdraw any part of the funding for the project.
- ▶ You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on your reputation as a distributor of public money or as a Government sponsored body.
- ▶ If you have reasonable grounds to believe that it is necessary to protect public money.
- ▶ You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.

Alan 7/10/2015

Certified a true copy

William Gordon
Solicitor
Alan

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Capital Grants

Standard terms and conditions for capital grants – Scotland

1. If any part of the capital grant is to buy or build, refurbish, extend or alter buildings or land ("capital assets"), then we understand that these standard terms and conditions will apply to our grant in addition to all other conditions you have required of us.
2. We understand and accept that you may require security over the capital assets funded by the grant. Usually this will be a Standard Security in your standard form or a Deed of Dedication in your standard form or a letter of undertaking in your standard form to secure repayment of the grant in appropriate circumstances. If you have asked for security, we understand that you will not pay more than a maximum of 5 per cent of the capital grant until you have received the documents completed to your satisfaction.
3. We understand and accept that you may require confirmation from our solicitors (by way of a legal opinion, which you will supply), that we have the legal powers under our governing documents to undertake the project and to execute the legal documents associated with our grant. If you have asked for a legal opinion, we understand that you will not pay more than a maximum of 5 per cent of the capital grant until you have received the documents completed to your satisfaction.
4. We do not have any undisclosed loans secured on the capital assets. We will not take out any loans secured on any capital assets funded or part-funded by the capital grant unless we receive your agreement in writing first. Your agreement may be subject to conditions, which we will have to meet.
5. If any part of the capital grant is to buy land (whether Heritable land or leasehold land), we will send you when asked the following documents:
 - a surveyor's report on the condition of the property, its value and whether it is suitable for the project;
 - confirmation by our solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained;
 - if the grant is for £100,001 or over, a certificate of title completed by our solicitors (which you will supply), together with a signed standard security and our solicitors undertaking to register it at the Land Registers for Scotland and at Companies House, if appropriate, or deed of dedication and
 - if the grant is for £350,000 or over and we are not a statutory body, confirmation (by way of a legal opinion which you will supply) from our solicitors that we have the legal powers necessary to sign the documents.
6. If any part of the capital grant is to buy leasehold land, then we will ensure that the lease will be for the following minimum term of years or for minimum asset monitoring period in clause 12, whichever is the longer:
 - ▶ For capital grant of up to and including £100,000: a lease of at least 5 years, without a break clause.
 - ▶ For capital grant of £100,001 or more but less than £350,000 a registered and assignable lease of at least 10 years, without a break clause.
 - ▶ For capital grant of between £350,000 and £5 million (inclusive): a registered and assignable lease of at least 20 years, without a break clause.
 - ▶ For capital grant of more than £5 million: a registered and assignable lease of at least 40 years, without a break clause.

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 William Gordon Scotland
 S. Hunter, Oban
 agent for CORNCOM.

► If the grant is £350,000 or over and is to buy leasehold land, we will send you a copy of the signed lease, which must satisfy you that it is suitable security for the grant.

7. If all or part of our capital grant is to be used for any building work we understand and accept:

● that you will keep 95 per cent of the capital grant until we have provided in a satisfactory form:

● evidence that we have received any necessary planning permission, listed building consent and building regulations consent (or other applicable consents or regulations) required for the building work; and

● evidence that a competitive tender process has been undertaken with a minimum of three estimates received from three independent builders. If we are to commission the building works under pre-tendered arrangements, we will provide evidence of the tender process undertaken to identify existing contractors;

● that you will make payments in stages when you receive builders' invoices or against interim certificates completed on the RIAS (The Royal Incorporation of Architects in Scotland) form or other appropriate invoices;

● that you will keep 5 per cent of the part of the grant for the building works until you receive the certificate of practical completion. We will then send you the making good defects certificate; the final certificate; confirmation that we have obtained the building regulations completion certificate; and confirmation that we have obtained the buildings insurance certificate; and

● that if we want to make significant changes to the scope of the building works, we must get your permission in writing before going ahead.

8. If our capital grant is £100,001 or over and to be used for any building work we understand and accept that:

● you will require confirmation (by way of a certificate of title, which you will supply) from our solicitors that we are the leasehold or Heritable owner of the capital assets to which the grant relates and that the capital assets may be employed for the grant purpose;

● you will keep 95 per cent of the capital grant until we have provided in a form which is completed to your satisfaction:

● a copy of the tender review report. If we are to commission the building work under pre-tendered arrangements, we will provide you with evidence that demonstrates that costs have been market tested to confirm value for money;

● an updated capital project cost summary, cash flow and programme; and

● evidence that we have secured all the required partnership funding for the capital project;

● we must employ a lead building professional to manage the tender process and to certify that the building works have been properly carried out;

● if structural work is necessary, we must employ a structural engineer; - Subcontract to Robert.

● we will use building professionals that are fully qualified members of an approved professional body and have all necessary professional indemnity insurance cover; and

● if building works come under the Construction (Design and Management) Regulations 2007, we will confirm that we have appointed a planning supervisor.

9. We understand that if we do not make payment claims for capital grant within three months of incurring the relevant capital expenditure, then you will proportionally reduce our capital grant in line with the actual capital expenditure incurred in the claim period.

10. If we need to use the capital assets to raise further funding, we will first obtain your agreement in writing, which may be subject to conditions and which we will have to meet. You will need to be satisfied that the new lender understands and will put the interests of the beneficiaries of the project first. We undertake that:

● any loan secured on the capital assets will be used entirely on the project; and

● the maximum loan will be no higher than the amount of money being put up by the new lender.

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Certified a true copy
William Gordon Sedar
Solicitor; Oban
on behalf of COMCOM.

11. We will not sell, lease, let, sub-let or otherwise dispose of or change the use of any capital asset without first receiving your written consent, which may contain conditions which we will have to meet. If we sell or dispose of any capital asset, we may have to repay you all or part of the money we have received from you. The amount we repay will be in direct proportion to the share of the project cost that came from you. If, with your consent, we sell any capital asset wholly or partly bought with the grant, it will be at full market value.
- ✓
12. You will continue to monitor capital assets bought with the grant after the project is over and we will supply information about and allow you to inspect the capital assets in accordance with your standard procedures for the longest of the following applicable periods:
- for heritable property bought with the capital grant: 40 years after purchase
 - for leasehold property bought with the capital grant: the unexpired period of the lease or for 40 years, whichever is the shorter
 - for capital grant of up to and including £100,000 for building work (on heritable or leasehold land already owned by us): 5 years
 - for capital grant of £100,001 or more but less than £350,000 for building work (on heritable or leasehold land already owned by us): 10 years
 - for capital grant of between £350,000 and £5 million (inclusive) for building work (on heritable or leasehold land already owned by us): 20 years
 - for capital grant of more than £5 million for building work (on heritable or leasehold land already owned by us): 40 years
 - for other capital assets if bought with up to and including £100,000 of capital grant: 5 years after the purchase or the length of the grant agreement whichever is the shorter
 - for other capital assets if bought with £100,001 or more of capital grant: 10 years after purchase or the normal economic life whichever is the shorter.
13. We understand and accept that the asset-monitoring period will start from the date of purchase of the capital asset or the date of completion of the building work, whichever is the earliest.

Ola 7/10/2015
William Gordon Leaton
Solicitor, Olan
of Counsel for COTHROM.

THIS IS THE PLAN REFERRED TO IN
THE FOREGOING DISPOSITION BY SOUTH
LIFT ESTATES LIMITED IN FAVOUR OF
COTHROM LIMITED DATED NINETEENTH
JUNE TWO THOUSAND AND FIFTEEN.

18.6m or thereby

12.2m or thereby

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Area to be
purchased
(shown in red)
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thereby

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Land Dimensions and Area

Scale 1:200. Dimensions in Metres.

A9

STANDARD SECURITY

BY

COTHROM

IN FAVOUR OF

BIG LOTTERY FUND

2015

Subjects: 85m2 at Ormiclate, South Uist, Western Isles

Anderson Banks
Solicitors, Oban

Oban 7/10/2015
Certified a true copy
William Gordon Sinton
Solicitor, Oban
agent for COTHROM